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American Express Company

FILED  
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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

INSIDER ESCAPES, INC., a Delaware corporation,

Plaintiff,

vs.

AMERICAN EXPRESS COMPANY, a New York corporation, and YAHOO! Inc., a California corporation,

Defendants.

Case No. **SACV13 - 00228 DOC (RNBx)**

**DEFENDANT AMERICAN EXPRESS COMPANY'S NOTICE OF REMOVAL**

**[Pursuant to 28 U.S.C. §§ 1331, 1441(b), 1446 – Federal Question]**

1 **TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL**  
 2 **DISTRICT OF CALIFORNIA, SOUTHERN DIVISION:**

3 **PLEASE TAKE NOTICE THAT**, pursuant to 28 U.S.C. §§ 1331, 1441(b),  
 4 and 1446, Defendant American Express Company (“AEC”) hereby removes the  
 5 action entitled Insider Escapes, Inc. v. American Express Co., et al., Superior Court  
 6 of California for the County of Orange, Case No. 30-2012-00605021-CU-CO-CJC  
 7 (the “Action”), to the United States District Court for the Central District of  
 8 California, Southern Division, on the following grounds:

9 1. Removal Is Timely. Plaintiff Insider Escapes, Inc. (“Plaintiff”)  
 10 commenced the Action by filing a complaint on or about October 15, 2012 (the  
 11 “Complaint”). Plaintiff did not serve the Complaint on AEC. Plaintiff filed a First  
 12 Amended Complaint (the “FAC”) on or about January 7, 2013, and served the  
 13 Summons and FAC on AEC on January 10, 2013. AEC filed this Notice of Removal  
 14 within thirty days of service of the Summons and FAC on AEC. Therefore, the  
 15 removal of the Action is timely pursuant to 28 U.S.C. § 1446(b).

16 2. This Court Has Removal Jurisdiction Over This Action. The Action is a  
 17 civil action of which this Court has original jurisdiction under 28 U.S.C. § 1331.  
 18 AEC may remove the Action to this Court pursuant to the provisions of 28 U.S.C. §  
 19 1441(b) because Plaintiff alleges violations of the Lanham Act, 15 U.S.C. §§ 1051,  
 20 et seq. (the “Lanham Act”), thus raising a federal question. To the extent other  
 21 claims in the Action arise under California state law, supplemental jurisdiction over  
 22 such claims exists pursuant to 28 U.S.C. §§ 1367 and 1441(c).

23 3. In the FAC, Plaintiff labels its second claim as “Common Law  
 24 Trademark Infringement (Lanham Act § 43(a))”. (FAC, Caption Page.) Plaintiff’s  
 25 counsel has confirmed that Plaintiff’s second claim seeks relief under the Lanham  
 26 Act. In particular, AEC’s counsel sent a letter to Plaintiff’s counsel on January 29,  
 27 2013, seeking clarification regarding whether Plaintiff’s reference to the Lanham Act  
 28 was intentional. (Declaration of Daniel A. Rozansky (“Rozansky Decl.”), ¶ 1, Exh.

1 1.) On January 31, 2013, Plaintiff's counsel confirmed that Plaintiff is seeking relief  
2 under the Lanham Act and that the reference was purposeful. (Id.)

3 4. Copies Of All Documents Served On Defendants. Pursuant to 28  
4 U.S.C. § 1446(a), true and correct copies of all pleadings, process and orders served  
5 on Defendants in the Action are attached as Exhibit A.

6 5. Joinder/Consent By All Defendants. Pursuant to 28 U.S.C. § 1446(a) &  
7 (b), the Action is properly removed because Defendant Yahoo! Inc. ("Yahoo!") joins  
8 in, and consents to, removal of the Action. (Rozansky Decl., ¶ 2.)

9 6. This Is The Proper District Court. This Court is the proper district court  
10 for removal because the Superior Court of the State of California for the County of  
11 Orange is located within the Central District of California, Southern Division.

12 7. Notice Has Been Effected. Defendant concurrently is filing a copy of  
13 this Notice of Removal of Action with the Superior Court of the State of California  
14 for the County of Orange. Defendant concurrently will serve Plaintiff with copies of  
15 this Notice of Removal and the Notice filed in the Action.

16  
17 Dated: February 8, 2013

STROOCK & STROOCK & LAVAN LLP  
JULIA B. STRICKLAND  
DANIEL A. ROZANSKY  
JOHN J. LUCAS

18  
19  
20 By: 

Daniel A. Rozansky  
Attorneys for Defendant  
American Express Company

# EXHIBIT A

1/10/13 @ 3:10P

ON FIRST AMENDED

SUM-100

**SUMMONS COMPLAINT**  
**(CITACION JUDICIAL)****NOTICE TO DEFENDANT:**  
**(AVISO AL DEMANDADO):**AMERICAN EXPRESS COMPANY, a New York Corporation; and  
YAHOO! Inc., a California Corporation**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

INSIDER ESCAPES, INC., a Delaware corporation

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange**01/07/2013 at 01:42:00 PM**Clerk of the Superior Court  
By James M Haines, Deputy Clerk**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): 700 Civic Center West  
Santa Ana, California, 92701CASE NUMBER:  
(Número del Caso):

30-2012-00605021-CU-CO-CJC

Judge Gregory H. Lewis

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Daniel Taylor, 601 S. Figueroa Street, Suite 4050, Los Angeles California, 90017, 213-986-5290DATE: January 7, 2013  
(Fecha)

ALAN CARLSON, Clerk of the Court

Clerk, by  
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

James M Haines

**NOTICE TO THE PERSON SERVED: You are served**

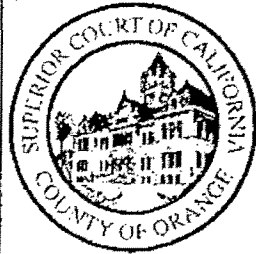
1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): American Express Company, a New York Corporation

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]





CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Enoch H. Liang (CA Bar No. 212324) Kevin Bringuel (CA Bar No. 196279) Lee Tran & Liang APLC 601 South Figueroa Street, Suite 4025, Los Angeles, CA 90017 TELEPHONE NO.: (213) 612-3737 FAX NO.: (213) 612-3773 ATTORNEY FOR (Name): Plaintiff INSIDER ESCAPES, INC.		FOR COURT USE ONLY  <b>ELECTRONICALLY FILED</b> Superior Court of California, County of Orange  <b>10/15/2012 at 09:40:46 AM</b> Clerk of the Superior Court By Fidel Ibarra, Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center		CASE NAME: <b>INSIDER ESCAPES, INC. v. AMERICAN EXPRESS CO.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: <b>30-2012-00605021-CU-CO-CJC</b>		JUDGE: <b>Judge Gregory H. Lewis</b> DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary    b. ☒ nonmonetary; declaratory or injunctive relief    c. ☒ punitive
4. Number of causes of action (specify): **Four**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 10/15/2012

Enoch H. Liang

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

1 TAYLOR LAW GROUP, APC  
2 Daniel J. Taylor, California Bar No. 241404  
3 Daniel@thetaylorlawgroup.com  
4 601 South Figueroa Street, Suite 4050  
5 Los Angeles, CA 90017  
6 Telephone: (213) 986-5290  
7 Facsimile: (213) 402-3716

8 *Attorneys for Plaintiff, Insider Escapes, Inc.*

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Orange

01/07/2013 at 01:42:00 PM

Clerk of the Superior Court  
By James M Haines, Deputy Clerk

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

11 **INSIDER ESCAPES, INC., a**  
12 **Delaware corporation,**  
13 **Plaintiff,**

14 **v.**

15 **AMERICAN EXPRESS**  
16 **COMPANY, a New York**  
17 **corporation, and YAHOO! Inc., a**  
18 **California corporation**

19 **Defendants.**

Case No.: 30-2012-00605021-CU-  
CO-CJC

**AMENDED COMPLAINT FOR:**

(1) **MISAPPROPRIATION OF  
IDEAS/BREACH OF  
IMPLIED-IN-FACT  
CONTACT;**

(2) **COMMON LAW  
TRADEMARK  
INFRINGEMENT (Lanham Act  
§ 43(a));**

(3) **UNFAIR COMPETITION  
(Cal. Bus. & Prof. Code §§ 17200  
et seq.); and,**

(4) **BREACH OF IMPLIED  
COVENANT OF GOOD FAITH  
AND FAIR DEALING**

**JURY TRIAL DEMANDED**

1 Plaintiff INSIDER ESCAPES, INC. ("Plaintiff") complains as follows:

2  
3 **NATURE OF THE ACTION**

4 1. This is a case of egregious theft of a novel and innovative  
5 business idea in the travel industry, made worse by the misappropriation of a  
6 unique and distinctive name for that business: INSIDER ESCAPES.

7 2. Just a few months after meeting with Plaintiff INSIDER  
8 ESCAPES, INC. and getting a "sneak peek" at Plaintiff's business plan and  
9 "beta" website, Defendant AMERICAN EXPRESS CO. ("AMEX"),  
10 together with Defendant YAHOO! Inc. ("YAHOO!") (Collectively referred  
11 to herein as "Defendants"), launched their own travel service that was  
12 substantially similar to Plaintiff's travel business. Even worse, Defendants  
13 also named their travel service "INSIDER ESCAPES."

14 3. In mid-2009, Tyler Strateman and Samuel J. Deutsch connected  
15 and began collaborating on the framework for a new travel platform, driven  
16 by the power of the web and designed to help inspire and provide affluent  
17 travelers with fresh travel ideas. The platform would provide subscribers  
18 with access to unique and personalized travel experiences inspired and  
19 sometimes hosted by a collective of influential insiders and tastemakers—  
20 the so-called "Insiders"—and featuring carefully curated itineraries that  
21 expose subscribers to new, exciting travel adventures.

22 4. The inspiration for this new business model was founded in an  
23 apparent disconnect in the travel industry among: (1) The way travel  
24 products were presented and marketed on the web; (2) The lack of  
25 experientially focused travel offerings, specifically those with the influence  
26 of celebrity or influential tastemakers and hosts; and (3) The availability of a  
27 singular trusted resource for vetted and personalized travel products and  
28 services for high-net-worth digital-age travelers.



1       5. After careful thought and development of the business purpose,  
2 the market, and how they wanted to position their company, Deutsch and  
3 Strateman chose the name for their company: "Insider Escapes".

4       6. While working diligently to develop Insider Escapes as a stand-  
5 alone business, Deutsch and Strateman also contacted several high-ranking  
6 officers at AMEX, seeking to determine whether AMEX would be interested  
7 in partnering to launch Insider Escapes for AMEX's high-net-worth clients,  
8 including its Platinum and Centurion members.

9       7. Less than four months after an in-person meeting with Deutsch,  
10 reviewing the Plaintiff's "beta" website (which was not open to the public at  
11 large), and reviewing Plaintiff's confidential business plan, Defendants  
12 launched their own "Insider Escapes" travel service in August 2012.

13       8. Despite Plaintiff's efforts to discuss this issue informally with  
14 Defendants, Defendants have ignored Plaintiff. Having no other choice,  
15 Plaintiff now brings the instant lawsuit.

16  
17                   **JURISDICTION AND VENUE**

18       9. This Court has jurisdiction, and venue is proper here, because,  
19 among other things, INSIDER ESCAPES, INC. has its principal place of  
20 business in California and this county; Defendants AMERICAN EXPRESS  
21 CO. and YAHOO! INC. directed actions toward INSIDER ESCAPES, INC.  
22 in this county; the claims and injuries that are the subject of this action  
23 occurred in this county and are related to Defendants' contacts with  
24 INSIDER ESCAPES, INC. in this county; upon information and belief,  
25 Defendants regularly and deliberately engage in activities that occur in  
26 and/or result in the sales of goods or services in this state and this county;  
27 upon information and belief, Defendants have advertised and transacted  
28 business in this county.

## THE PARTIES

10. Plaintiff INSIDER ESCAPES, INC. is a Delaware corporation with its principal place of business in Newport Beach, California.

11. Upon information and belief, Defendant AMERICAN EXPRESS CO. is a New York corporation with its principal place of business in New York, New York.

12. Upon information and belief, Defendant YAHOO! Inc., is a California corporation with its principal place of business in Sunnyvale, California.

## FACTUAL BACKGROUND

## The Insider Escapes Business

13. In the Spring of 2009, Samuel J. Deutsch and Tyler Strateman developed a novel business model—a members-only program, targeting high-net-worth travelers, offering unique experiential travel packages and carefully selected hospitality products and services. One unique aspect of their business model was that it would use influential insiders and tastemakers in a particular locale to create itineraries that affluent travelers would find appealing. This would give members a one-of-a-kind travel experience without the hassles of piecemeal travel planning.

14. After careful consideration, Deutsch and Strateman named their business model "Insider Escapes."

15. Deutsch and Strateman were not newcomers to the travel industry. In fact, they teamed up because of their significant and valuable experience in the hotel development, operations, and marketing and branding aspects of the industry. The Insider Escapes business and brand evolved from determining and solving inefficiencies in the travel industry, with a goal to build a more unique travel service, driven by the Internet,

1 where the customer can benefit from products tailored to specific interests  
2 and the supplier gains a more appealing marketing machine for their  
3 products and services.

4 16. Deutsch and Strateman's vision for Insider Escapes was to have  
5 all information available at and booking capabilities driven by an engaging  
6 and aesthetically pleasing Internet interface, only accessible by the  
7 community of subscribers. The online portal would be supported by an  
8 experienced delivery team of travel specialists that could help provide  
9 ancillary support services—above and beyond the itinerary curated by the  
10 "Insiders"—in a particular locale. After careful consideration, Deutsch and  
11 Strateman named their business model Insider Escapes and the service  
12 Insider Escapes.

13 17. Beginning in mid-2009, Deutsch and Strateman began taking  
14 steps to bring their Insider Escapes idea to fruition. For example, they  
15 purchased <insiderescapes.com> on July 29, 2009. A true and correct copy  
16 of the WHOIS information for <insiderescapes.com> is attached hereto as  
17 Exhibit A.

18 18. Deutsch and Strateman invested significant amounts of their own  
19 money to build the business, including investing over \$100,000 to create an  
20 exclusive, visually captivating yet functional information and booking  
21 website. The <insiderescapes.com> website was launched in April 2010 and  
22 allowed prospective members to stay apprised of Insider Escapes' formal  
23 launch. The website associated with <insiderescapes.com> has since  
24 evolved into the members-only portal to Insider Escapes travel experiences.  
25 A true and correct screenshot of <insiderescapes.com> as it appeared on  
26 September 25, 2012 is attached hereto as Exhibit B.

27 19. Since launching Insider Escapes, Deutsch and Strateman have  
28 been diligently growing the business, including raising capital, developing

1 the "beta" web platform, conducting prospective market surveys, developing  
2 merchant contracts and supplier agreements, entering into discussions with  
3 celebrity ambassadors and hosts, and hiring employees and other partners.  
4 For example, Insider Escapes has already arranged merchant engagements  
5 with over 150 properties and has assembled a number of special, experiential  
6 offerings and relationships with influential insiders and taste-makers to  
7 support the planned launch.

8 20. Prospective members have already begun registering for Insider  
9 Escapes through the website. Moreover, Insider Escapes has entered into a  
10 partnership with a direct marketing firm specifically to promote its services  
11 to a database of nearly two million high-net-worth individuals, over 25% of  
12 whom had expressed interest in travel services. Insider Escapes conducted a  
13 market analysis study of 5,000 prospective subscribers from this database to  
14 provide further validation of the Insider Escapes model.

15 21. Outside investors have noticed the efforts of Deutsch and  
16 Strateman, finding both the business plan and name appealing and unique.  
17 In early 2012, after tracking Insider Escapes' progress, outside investors  
18 started negotiating with Deutsch and Strateman to invest millions in Insider  
19 Escapes.

20 22. In May 2012, Plaintiff received funding to develop a web-based  
21 show called Insider Escapes, wherein a host would travel to various travel  
22 destinations and get "Insider" treatment with the help of influential taste  
23 makers or local celebrity guides. The show was intended to serve as a  
24 complimentary marketing vehicle to bring additional exposure to the Insider  
25 Escapes brand and increase Insider Escapes membership and bookings.

26 23. Plaintiff developed and continues to develop its Insider Escapes  
27 service at substantial effort and expense. Plaintiff has expended significant  
28

1 resources and effort to create a service that excels in its originality,  
2 functionality, and overall usability.

3 24. Plaintiff also took steps to protect its intellectual property. For  
4 example, in December 2011, Deutsch and Strateman retained LegalZoom to  
5 file a trademark application for "Insider Escapes". Ultimately, LegalZoom  
6 filed the trademark application with the U.S. Patent and Trademark Office  
7 on August 10, 2012 for "[t]ravel planning services, including, on-line travel  
8 information and booking services." A true and correct printout from the  
9 U.S.P.T.O. Trademark Electronic Search System database for Plaintiff's  
10 "Insider Escapes" trademark is attached hereto as Exhibit C.

11 25. To identify the source, origin, and sponsorship of Plaintiff's  
12 Insider Escapes service, and to distinguish Plaintiff's services from other  
13 travel planning services, Plaintiff has extensively used certain trademarks,  
14 service marks, trade names, and logos including, but not limited to,  
15 "INSIDER ESCAPES" and "INSIDERESCAPES" (the "Insider Escapes  
16 Marks").

17 26. Plaintiff has continuously and extensively used the Insider  
18 Escapes Marks in connection with the promotion and advertisement of the  
19 Insider Escapes since at least July 29, 2009.

20  
21 AMEX's Access to Plaintiff's Unique Business Model and Name

22 27. On or around October 2009, Deutsch reached out to Sherwood  
23 "Toby" Willard ("Willard"), Vice President of Investor Relations at AMEX,  
24 seeking to establish a joint venture between Plaintiff and AMEX involving  
25 Plaintiff's Insider Escapes service.

26 28. On January 27, 2010, Deutsch followed up with an email to  
27 Willard regarding the possible partnership between Plaintiff and AMEX.  
28 This e-mail included an overview of the Insider Escapes business plan.



1       29. The following day, January 28, 2010, Willard responded to  
2       Deutsch and stated that he would “try and find the right person at Amex for  
3       you to speak with first.” Attempting to discern the differentiating factors of  
4       Plaintiff’s travel business, Willard asked how the Insider Escapes service  
5       was different from another members-only travel program.

6       30. Between January 2010 and March 2011, further discussions  
7       occurred between Plaintiff’s representatives and Willard. For example, in  
8       December 2010, Plaintiff communicated with the Media Manager for  
9       AMEX’s *Departures Magazine*, its magazine for Platinum and Centurion  
10      members. AMEX’s Media Manager responded by introducing Plaintiff to  
11      the Vice President of Brand Marketing for *Departures Magazine*. In March  
12      2011, Plaintiff contacted the Vice President of Brand Marketing, but she did  
13      not respond. Plaintiff’s purpose for these communications was to partner  
14      with AMEX to launch Insider Escapes for Defendant’s high-end cardholder  
15      members.

16      31. Also in March 2011, Plaintiff followed up with Willard about a  
17      potential joint venture between Insider Escapes and AMEX’s *Departures*  
18      *Magazine*.

19      32. Willard responded to Deutsch on March 15, 2011 and stated that  
20      he would continue to work with AMEX to find the correct person to  
21      continue partnership discussions.

22      33. On or about March 2011, Deutsch spoke with Mark Cooper  
23      (“Cooper”), an executive with AMEX, regarding the potential joint venture  
24      or partnership between Plaintiff and AMEX. Cooper expressed interest in  
25      Plaintiff’s Insider Escapes service. During this discussion, Deutsch shared  
26      an overview of Plaintiff’s Insider Escapes service with Cooper.

27      34. On May 4, 2012, Deutsch e-mailed Willard to discuss available  
28      meeting times to continue discussions. In his e-mail, Deutsch included a

1 written description of Plaintiff's Insider Escapes service which detailed the  
2 Insider Escapes business plan. Deutsch specifically asked Willard to keep  
3 the business plan confidential. Also, all pages of the attached Insider  
4 Escapes business plan were marked confidential. Deutsch disclosed the  
5 Insider Escapes business plan on the condition that the information be used  
6 in furtherance of Plaintiff and AMEX's joint venture and that the Insider  
7 Escapes business plan was not to be used by AMEX for any other purpose  
8 without compensation to Plaintiff.

9 35. On May 7, 2012, Deutsch met with Willard and walked him  
10 through the "beta" version of the <insiderescapes.com> website, along with  
11 confidential Insider Escapes information. During this meeting, Willard  
12 acknowledged that AMERICAN EXPRESS CO. currently did not offer a  
13 service comparable to Insider Escapes. Deutsch gave Willard a copy of  
14 Plaintiff's confidential Insider Escapes business plan, which included market  
15 research, analysis, and business models. Both Deutsch and Willard  
16 understood that Willard was going to use the confidential information solely  
17 to discuss the potential partnership between Plaintiff and AMEX.

18 36. At all times during these conversations, it was understood that if  
19 AMEX were to launch a substantially similar travel service with a  
20 substantially similar or identical name, AMEX would do so together with  
21 Plaintiff.

22  
23 Defendants Launch a Substantially Similar Travel Service also called  
24 "Insider Escapes"

25 37. On August 6, 2012, AMEX, in partnership with YAHOO!,  
26 announced their new "Insider Escapes" service in an Internet press release  
27 (the "Press Release"). The Press Release describes Defendants' Insider  
28 Escapes service as "curated itineraries [that] combine the recommendations

1 of [] celebrated experts.” The Press Release also states that “[e]ach trip is  
2 created by expert travel agents and inspired by tastemakers in the culinary,  
3 health & wellness, fashion & style and arts & culture categories.” A true  
4 and correct copy of the Press Release is attached hereto as Exhibit D.

5 38. Defendants’ Insider Escapes service can be found on-line at  
6 <insiderescapes.amextravel.com> and <travel.yahoo.com/insider-escapes>.  
7 A true and correct screenshot of <insiderescapes.amextravel.com> as it  
8 appeared on September 25, 2012 is attached hereto as Exhibit E.

9 39. In addition to the use of Plaintiff’s “Insider Escapes” mark,  
10 Defendants’ Insider Escapes service is also substantially similar to Plaintiff’s  
11 Insider Escapes service. For instance, both services offer entire, easy-to-  
12 purchase travel experiences and the experiences are “inspired” by celebrity  
13 travelers’ recommendations—the so-called “Insiders.” Each of the packages  
14 also offer “Insider” tips on other “under-the-radar” trip options that enhance  
15 the traveler’s experience; a feature which has been included within the  
16 details section of the Plaintiff’s beta site.

17 40. The Press Release also states that Defendants’ Insider Escapes  
18 service includes “a new original video series and editorial program . . . that  
19 provides consumers with insider recommendations and tips via video  
20 interviews from their favorite influencers.” Similarly, Plaintiff has been in  
21 development of a series of informational video featurettes created to support  
22 the marketing of the brand and getting customer attention to the products  
23 and services that they endorse.

24 41. Plaintiff is informed and believes, and thereon alleges, that  
25 Defendant AMEX used Plaintiff’s confidential information garnered from  
26 repeated meetings, discussions, and e-mails with Plaintiff’s representatives  
27 under the guise of a potential partnership or joint venture, so that AMEX  
28 could create their own competing Insider Escapes service.

1       42. Defendant AMEX's representatives were placed in a position of  
2 trust by Plaintiff's representatives throughout the parties' discussions, during  
3 which time Plaintiff's representatives conveyed their business plans to  
4 Defendant AMEX, including marketing strategy, forecasted business  
5 demand, business processes, information about business relationships, and  
6 information resulting from Plaintiff's extensive market research and  
7 analysis. Plaintiff believed that Defendant AMEX would not use or exploit  
8 Plaintiff's business plans without Plaintiff's consent.

9  
10                               **First Cause of Action**

11                   **Misappropriation of Ideas/Breach of Implied-in-Fact Contract**

12                               [Against Defendant AMERICAN EXPRESS CO.]

13       43. Plaintiff repeats and realleges each and every allegation of the  
14 previous paragraphs as if separately set forth at length and incorporated  
15 herein.

16       44. Plaintiff is the originator of the Insider Escapes travel service  
17 idea, the unique name, and has conducted research, analysis, business  
18 planning, and market research to develop Insider Escapes through  
19 significant expenditures of both time and capital.

20       45. Beginning on or around October 2009 and continuing through at  
21 least May 7, 2012, Plaintiff disclosed the Insider Escapes name and  
22 business idea to AMEX's representatives, and AMEX's representatives  
23 accepted the disclosure of the idea knowing that the information was to be  
24 kept confidential, was disclosed solely for the purpose of furthering  
25 Plaintiff and AMEX's potential partnership, and was not to be used or  
26 exploited for any other purpose without Plaintiff's consent.

27       46. AMEX's representatives had the opportunity to reject the  
28 disclosure if the conditions of disclosure were unacceptable to them.

1 Instead, AMEX's representatives continued to meet with Plaintiff and  
2 review Plaintiff's confidential business information.

3 47. Plaintiff is informed and believes, and thereon alleges, that  
4 AMEX's representatives knew or had reason to know that Plaintiff's  
5 representatives would infer from their statements and conduct that AMEX  
6 was assenting to an agreement to limit to use of the Insider Escapes idea to  
7 the proposed partnership between Plaintiff and AMEX.

8 48. Upon information and belief, AMEX thereafter used Plaintiff's  
9 Insider Escapes idea for its own benefit and without the authority of  
10 Plaintiff to create it's identically named, substantially similar, and  
11 competing Insider Escapes service.

12 49. Therefore, Plaintiff is entitled to award of compensatory  
13 damages equal to the reasonable value of the Insider Escapes travel service  
14 idea and/or AMEX's profits from the exploitation of Plaintiff's Insider  
15 Escapes idea, in an amount to be proven at trial.

16  
17 **Second Cause of Action**

18 **Common Law Trademark Infringement**

19 [Against Defendants AMERICAN EXPRESS CO. and YAHOO! INC.]

20 50. Plaintiff repeats and realleges each and every allegation of the  
21 previous paragraphs as if separately set forth at length and incorporated  
22 herein.

23 51. By the acts alleged herein, Defendants have infringed Plaintiff's  
24 common law rights in its distinctive Insider Escapes Marks and has  
25 unlawfully used the goodwill of Plaintiff's Insider Escapes Marks in  
26 Defendants' travel service. Defendants' acts described herein infringe  
27 Plaintiff's common law rights in its "Insider Escapes" and "InsiderEscapes"  
28



1 marks used in connection with Plaintiff's service and constitute common law  
2 trademark infringement.

3 52. As a direct and proximate result of Defendants' acts, Defendant  
4 has wrongfully taken Plaintiff's profits and the benefits of its creativity and  
5 investment of time, energy, and money. Defendants should therefore  
6 disgorge all profits from their Insider Escapes service and, further, should be  
7 ordered to perform full restitution to Plaintiff as a consequence of  
8 Defendants' infringing acts. Finally, because numerous people are now  
9 confused and believe that Plaintiff actually copied Defendants' service,  
10 despite the fact that Plaintiff was first and brought the name and ideas to  
11 Defendant AMEX in the first place, Defendants should pay for advertising  
12 correcting the confusion between Defendants' service and Plaintiff's service.

13 53. In committing the infringing acts described herein, Defendants  
14 have acted fraudulently, oppressively, and maliciously and, therefore,  
15 Plaintiff is entitled to exemplary and punitive damages.

16 54. Because of Defendants' acts of common law trademark  
17 infringement, Plaintiff has suffered and will continue to suffer irreparable  
18 injury unless and until this Court enters an order enjoining Defendants from  
19 any further acts of common law trademark infringement. Defendants  
20 continuing acts of common law trademark infringement, unless enjoined,  
21 will cause irreparable damage to Plaintiff which has no adequate remedy at  
22 law.

23  
24 **Third Cause of Action**

25 **Unfair Competition in violation of**

26 **Cal. Bus. & Prof. Code §§ 17200 et seq.**

27 [Against Defendant AMERICAN EXPRESS CO. and YAHOO! INC.]  
28

1        55. Plaintiff repeats and realleges each and every allegation of the  
2 previous paragraphs as if separately set forth at length and incorporated  
3 herein.

4        56. Plaintiff is informed and believes and, on that basis alleges, that  
5 Defendants' wrongful conduct, including but not limited to its breach of  
6 implied-in-fact contract and common law trademark infringement set forth  
7 herein constitutes statutory unfair competition under California Business  
8 and Professions Code §§ 17200 *et seq.* ("Section 17200").

9        57. These acts, as described herein, are unlawful, unfair, and in  
10 violation of Section 17200.

11        58. Upon information and believe, Defendants propose to perform  
12 further acts of unfair competition and that, unless enjoined, Plaintiff will  
13 continue to suffer irreparable harm for which there is no adequate remedy at  
14 law.

15  
16                    **Fourth Cause of Action**

17                    **Breach of Implied Covenant of Good Faith and Fair Dealing**

18                    [Against Defendant AMERICAN EXPRESS CO.]

19        59. Plaintiff repeats and realleges each and every allegation of the  
20 previous paragraphs as if separately set forth at length and incorporated  
21 herein.

22        60. Every contract contains an implied covenant of good faith and  
23 fair dealing whereby each party will do nothing that would prevent that  
24 other from receiving the benefits of the contract. The implied-in-fact  
25 contract between Plaintiff and Defendant AMEX also contained an implied  
26 covenant of good faith and fair dealing.

1        61. Defendant AMEX's acts, as alleged herein, have deprived  
2 Plaintiff of the benefits of the implied-in-fact contract between Plaintiff and  
3 Defendant.

4        62. As a direct and proximate result of the breaches by Defendant  
5 AMEX of the implied covenant of good faith and fair dealing, Plaintiff has  
6 been damaged in an amount to be determined at trial.

7  
8                                    **Prayer for Relief**

9 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

10        1. That Defendants be preliminarily and permanently enjoined from  
11 the wrongful acts and conduct set forth above, including, but not limited to,  
12 the following:

- 13            a. unfairly competing with Plaintiff,  
14            b. using information obtained from Plaintiff by improper means,  
15            c. using Plaintiff's common law trademarks, including INSIDER  
16            ESCAPES and INSIDERESCAPES,  
17            d. the use, development, or marketing of any service developed with the  
18            use of, with reference to, derived from, or incorporating all of any  
19            part of Plaintiff's Insider Escapes business plans and related  
20            information;

21        2. For disgorgement of any money or the value of any other  
22 economic benefit that Defendants have received as a result of its unlawful  
23 conduct;

24        3. That Defendants be required to account for all gains, profits, and  
25 advantages derived from their acts of misappropriation and other violations  
26 of law;

27        4. For an award of restitution, unjust enrichment, actual damages,  
28 statutory damages, and compensatory damages according to proof at trial;

1       5.       For a judgment that Defendants have willfully and deliberately  
2       infringed Plaintiff's rights;

3       6.       That Plaintiff be awarded its costs of suit, and pre- and post-  
4       judgment interest on any money judgment, including reasonable attorneys'  
5       fees; and,

6       7.       For such other relief as the Court deems proper.  
7

8       DATED: January 7, 2013

Taylor Law Group, APC

9  
10  
11       By: *Daniel Taylor*

12       Daniel J. Taylor

13       Attorney for Plaintiff  
14       INSIDER ESCAPES, INC.  
15  
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28

**DEMAND FOR JURY TRIAL**

Plaintiff INSIDER ESCAPES, INC. demands a trial by jury for all issues so triable.

DATED: January 7, 2013

Taylor Law Group, APC

By: *Daniel Taylor*

Daniel J. Taylor

Attorney for Plaintiff  
INSIDER ESCAPES, INC.



EXHIBIT A

[Network Solutions](#) >> [Whois](#) >> Results

[Log In](#)

 WebAddress™

- [Search](#)
- [Renew](#)
- [Transfer](#)
- [Features](#)
- [Private Registration](#)
- [Protect](#)
- [Forward](#)

### WHOIS Results for insiderescapes.com

Available domain names similar to insiderescapes.com

Available Extensions

- ☐ insiderescapes.org
- ☐ insiderescapes.us
- ☐ insiderescapes.us.com
- ☐ insiderescapes.info

Available Domains

- ☐ buenaparkinsiderescapes.com
- ☐ insider-escapes.com
- ☐ insidarescapes.com
- ☐ insiderescapesgolf.com

Premium Resale Domains

- |  |         |
|--|---------|
| <input type="checkbox"/> insiderco.com             | \$1,995 |
| <input type="checkbox"/> insiderbuy.com            | \$4,488 |
| <input type="checkbox"/> prisonescapes.com         | \$749   |
| <input type="checkbox"/> insiderfan.com            | \$2,195 |
| <input type="checkbox"/> insiderescapes.mobi       |         |
| <input type="checkbox"/> insiderescapes.biz        |         |
| <input type="checkbox"/> insiderescapes.co.uk      |         |
| <input type="checkbox"/> insiderescapes.pro        |         |
| <input type="checkbox"/> insiderescapes.de         |         |
| <input type="checkbox"/> insiderescapes.im         |         |
| <input type="checkbox"/> insiderescapesdream.com   |         |
| <input type="checkbox"/> insiderescapeshealth.com  |         |
| <input type="checkbox"/> insiderescapeshotel.com   |         |
| <input type="checkbox"/> insiderescapeswedding.com |         |
| <input type="checkbox"/> globalinsiderescapes.com  |         |

- ☐ hillinsiderescapes.com
- ☐ insiderllc.com \$1,088
- ☐ insidertradinglaw.com \$425
- ☐ insiderbox.com \$4,300

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BOOKMARK

**Current Registrar:** GODADDY.COM, LLC  
**IP Address:** [97.74.144.109](#) (ARIN & RIPE IP search)  
**Lock Status:** clientDeleteProhibited

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible the dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

Registered through: GoDaddy.com, LLC (<http://www.godaddy.com>)  
Domain Name: INSIDERESCAPES.COM  
Created on: 29-Jul-09  
Expires on: 29-Jul-13  
Last Updated on: 30-Jul-12

Registrant:  
Insider Escapes LLC  
620 Newport Center Drive  
Suite 600  
Newport Beach, California 92660  
United States

Administrative Contact:

Strateman, Tyler tstrateman@insiderescapes.com  
Insider Escapes LLC  
620 Newport Center Drive  
Suite 600  
Newport Beach, California 92660  
United States  
+1.3107021611

Technical Contact:

Strateman, Tyler tstrateman@insiderescapes.com  
Insider Escapes LLC  
620 Newport Center Drive  
Suite 600  
Newport Beach, California 92660  
United States  
+1.3107021611

Domain servers in listed order:

NS17.DOMAINCONTROL.COM  
NS18.DOMAINCONTROL.COM

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Search Again

Search again here...

Search by either

- ☒ Domain Name e.g. networksolutions.com
- ☐ IP Address e.g. 205.178.187.13

Search



**GOING ONCE,  
GOING TWICE,  
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expiring soon?**  
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## EXHIBIT B



EXHIBIT C



**United States Patent and Trademark Office**

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**Trademarks > Trademark Electronic Search System (TESS)**

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[Logout](#) Please logout when you are done to release system resources allocated for you.

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# INSIDER ESCAPES

**Word Mark** INSIDER ESCAPES  
**Goods and Services** IC 035. US 100 101 102. G & S: Travel planning services, including, on-line travel information and booking services. FIRST USE: 20090701. FIRST USE IN COMMERCE: 20100410  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 85701182  
**Filing Date** August 10, 2012  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Owner** (APPLICANT) Insider Escapes Inc. CORPORATION DELAWARE Suite 600 620 Newport Center Drive Newport Beach CALIFORNIA 92651  
**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

[TESS HOME](#) [NEW USER](#) [STRUCTURED](#) [FREE FORM](#) [BROWSE DICT](#) [SEARCH OG](#) [TOP](#) [HELP](#) [PREV LIST](#) [CURR LIST](#) [NEXT LIST](#)  
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EXHIBIT D



## NEWS: Press Release

### Insider Escapes: Travel Like the Pros Who Know

Bookable Itineraries by American Express Travel Services

NEW YORK, August 6, 2012 -- American Express Travel announces a collection of exclusive itineraries designed to give travelers a true insider experience. Each trip is created by expert travel agents and inspired by tastemakers in the culinary, health & wellness, fashion & style and arts & culture categories. The itineraries are part of "Insider Escapes presented by American Express Travel," a new original video series and editorial program in partnership with Yahoo! Travel and produced by Yahoo! Studios, that provides consumers with insider recommendations and tips via video interviews from their favorite influencers including Deepak and Gotham Chopra, Jonathan Adler and Simon Doonan, Tom Colicchio and Lisa Ling. Beginning August 6, the program will launch with Deepak and Gotham Chopra's itineraries, followed by two new "Insider Escapes" itineraries each week for four consecutive weeks.

"Travelers want authentic experiences that reflect their personal interests and bring them to life in exciting ways," said David Patron, Vice President of American Express Travel. "Insider Escapes offers our customers a way to explore their favorite destinations through the eyes of the influential world travelers that inspire them."

Each itinerary offers travelers a one-of-a-kind experience, whether it's meditating at a 16th century temple in New Delhi or savoring the Southern flavors in the culinary markets of Charleston. A host of exciting adventures are available through "Insider Escapes," including:

- Health & Wellness – Deepak and Gotham Chopra's New Delhi and Sedona
- Fashion & Style – Jonathan Adler and Simon Doonan's Tokyo and San Francisco
- Food & Wine – Tom Colicchio's Singapore and Charleston
- Arts & Culture – Lisa Ling's Santorini and Washington, DC

The curated itineraries combine the recommendations of these celebrated experts with the knowledge and expertise of American Express Travel Insiders. Specializing in 80 of the world's most popular destinations and 20 specialty categories, Travel Insiders are expertly-trained travel agents with unique insights into the best local hotels, dining and attractions, as well as hard to find hidden gems. American Express Travel Insiders provides exceptional journeys around the world through unique, custom-made experiences.

"Imagine meditating in the same gardens in New Delhi as Deepak Chopra or feasting on chicken and rice at a Hawker stand recommended by Tom Colicchio," says Patron. "Whichever path you choose, American Express Travel Insiders will infuse your vacation with special experiences for a trip you'll never forget."

Insider Escapes offers both domestic and international itineraries in varying price points, for individual or group travel. Consumers can work directly with American Express Travel Insiders to custom-tailor the "Insider Escapes" itineraries to their personal interests and travel budget. To learn more about the Insider Escapes itineraries visit <https://InsiderEscapes.AmexTravel.com> or to view the Yahoo! Travel experience visit <http://travel.yahoo.com/insider-escapes>.

#### About American Express Travel

American Express entered the travel agency business in 1915 and today operates one of the world's largest travel agency networks in more than 140 countries worldwide. [www.AmexTravel.com](http://www.AmexTravel.com)

#### About American Express

American Express is a global services company, providing customers with access to products, insights and experiences that enrich lives and build business success. Learn more at [americanexpress.com](http://americanexpress.com) and connect with us on [facebook.com/americanexpress](https://facebook.com/americanexpress), [twitter.com/americanexpress](https://twitter.com/americanexpress) and [youtube.com/americanexpress](https://youtube.com/americanexpress).

EXHIBIT E

1:23:07 PM 9/25/2012

Insider Escapes

https://insiderescapes.americanexpress.com

MY ACCOUNT CARS RATES EXCHANGES EDIT PROFILE

INSIDER ESCAPES

LET AMERICAN EXPRESS TRAVEL TAKE YOU AROUND THE WORLD

Get away to some of the most relaxing, vibrant, stylish and adventurous places in the world with curated itineraries from AMERICAN EXPRESS Travel Insiders.

AMERICAN EXPRESS TRAVEL OVERVIEW HEALTH & WELLNESS FASHION & STYLE FOOD & WINE ARTS & CULTURE

INSIDER ESCAPES BY AMERICAN EXPRESS

**HEALTH & WELLNESS** Inspired by Rupaak and Gobhan Chopra

**NEW YORK, NY**  
Experience the vibrant energy of the city with a curated itinerary featuring the best of the city's culture, art, and cuisine.

**HONOLULU, HI**  
Experience the beauty of the islands with a curated itinerary featuring the best of the state's culture, art, and cuisine.

**FASHION & STYLE** Inspired by Jonathan Adler and Steven Douglas

**LOS ANGELES, CA**  
Experience the fashion scene with a curated itinerary featuring the best of the city's culture, art, and cuisine.

**SAN FRANCISCO, CA**  
Experience the fashion scene with a curated itinerary featuring the best of the city's culture, art, and cuisine.

**FOOD & WINE** Inspired by Tim Gaudin

**ST. LOUIS, MO**  
Experience the food scene with a curated itinerary featuring the best of the city's culture, art, and cuisine.

**SINGAPORE, SINGAPORE**  
Experience the food scene with a curated itinerary featuring the best of the city's culture, art, and cuisine.

**SUPERIOR COURT OF CALIFORNIA**

ORANGE COUNTY – CENTRAL JUSTICE CENTER

**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C11	<b>BANKS</b> 657-622-5211	Friday 1:30 p.m.	Daily 8:45 a.m.	Noon	3:00 p.m.	Yes	Call (657) 622-5211 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. Counsel must reserve Ex Parte hearings with the courtroom by calling (657) 622-5211 and supply whatever information may be requested.
C20	<b>CHAFFEE</b> 657-622-5220	Friday 9:30 a.m.	Daily 1:30 p.m.	None	Noon	Yes 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7884 or (888) 88-COURT
C25	<b>COLAW</b> 657-622-5225	Friday 10:00 a.m.	Daily 1:30 p.m.	noon day before Ex Parte hearing-Reservation must be made with courtroom prior to hearing being set	4:00 p.m., day before the Ex Parte hearing	Yes, 3:00 p.m. day before	Teleconference appearances will be allowed for Case Management Conferences and Law and Motion hearings ONLY. They do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C15	<b>FIRMAT</b> 657-622-5215	Wednesday 3:00 p.m.	Daily 1:30 p.m.	Not required	11:00 a.m.	Yes	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT.
C18	<b>DI CESARE</b> 657-622-5218	Thursday 1:30 p.m.	M,T,W,F 1:30 p.m.	Noon	4:30 P.M. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes 3:00 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C22	<b>FELL</b> 657-622-5222	Wednesday 10:00 a.m. Motions must be reserved prior to filing by calling 657-622-5222.	Daily 8:30 a.m.	Not required	2:00 p.m.	Yes 4:30 p.m. the day before	Moving party must submit on moving papers unless the court invites oral argument. Oral argument will be heard on the hearing date. Oppositions must be in writing but may be hand written if presented at the time of appearance.

**SUPERIOR COURT OF CALIFORNIA**

ORANGE COUNTY – CENTRAL JUSTICE CENTER

**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C9	GASTELUM 657-622-5209	Tuesday 2:00 p.m.	M,T,W,TH 1:30 p.m.	Noon	3:00 p.m., day before the Ex Parte hearing		
C33	GLASS 657-622-5233	Tuesday 9:00 a.m. <b>NOTE:</b> effective the week of Jan. 3 <sup>rd</sup> , 1011 Law & Motion will be heard Mondays at 2:00 p.m.	Monday 10:00 a.m. T, W, Th, F 9:00 a.m.	9:00 a.m.	3:00 p.m. Oppositions due by 9:00 a.m. day before hearing	Yes Friday before hearing	Oral argument will be heard at the hearing. Counsel may submit on pleadings but must inform clerk prior to calendar call. Call clerk if all sides submit to tentative ruling. The court may allow oral argument but it will be limited to 5 minutes or less per side.
C31	HORN 657-622-5231	Wednesday 1:30 p.m.	M,T,W,TH,F 8:30 a.m.	12:00 p.m. before Ex Parte Hearing. Reservation must be made with courtroom prior to the hearing.	3:00 p.m.	No	
C24	HUNT 657-622-5224	T, W, Th 8:30 a.m.	Daily 1:30 p.m.	Not required	Submit documents at time of hearing	No	Motions for Summary Judgment & Demurrers must be reserved with C-24 prior to filing by calling (657)622-5224. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT
C26	LEWIS 657-622-5226	Monday 10:30 a.m.	T, W, TH, F 8:30 a.m.	10:00 a.m.	2:00 p.m.	Yes noon Friday before	Late ex parte applications shall not be accepted. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT

**SUPERIOR COURT OF CALIFORNIA**

ORANGE COUNTY – CENTRAL JUSTICE CENTER

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Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C27	<b>MAKINO</b> 657-622-5227	Friday 9:00 a.m.	M,T,W,TH 8:45 a.m.	10:00 a.m. Reservation must be made with courtroom prior to Ex Parte hearing.	3:00 p.m.	Yes	Once tentative ruling is posted NO continuance will be granted or hearing cannot be taken off calendar
C19	<b>MARGINES</b> 657-622-5219	Wednesday 1:30 p.m.	Daily 1:30 p.m.	10:00 a.m.	10:30 a.m.	No	Notice must be given to opposing party by 10:00 a.m. day before ex parte hearing.
C7	<b>MARKS</b> 657-622-5207	Friday 10:30 a.m. Reservation Required	M,T,W,TH 1:30 p.m.	Reservation must be made with courtroom day before the hearing by noon	3:00 p.m.		Motions must be reserved with C-7 prior to filing by calling (657)622-5207
C21	<b>MCEACHEN</b> 657-622-5221	Tuesday 1:30 p.m.	Daily 9:00 a.m.	12:00 p.m.	3:00 p.m.	yes	
C14	<b>MILLER</b> 657-622-5214	Tuesday 1:30 p.m.	T, W, TH, F 8:30 a.m.	9:00 a.m.	4:00 p.m. if day prior to the Ex Parte hearing	Yes noon day of hearing	If Monday is a holiday, law and motion is heard on Thursday at 1:30 p.m. NOTE: for L&M, Dept. C14 requires parties call the dept. to check availability of a motion date prior to filing their motion by calling (657) 622-5214. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5214 to reserve a date no later than 9:00 a.m., the day prior to the hearing. Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT



**SUPERIOR COURT OF CALIFORNIA**

ORANGE COUNTY – CENTRAL JUSTICE CENTER

**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C12	<b>MOBERLY</b> 657-622-5212	Friday 1:30 p.m.  Effective 6/17/11, Law and Motion will be heard at 2:00 p.m.	M, T, W, TH 1:30 p.m.	Noon	3:00 p.m.	Yes 4:30 p.m. the day before	If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing. To schedule an ex parte matter the moving party/attorney shall contact the courtroom clerk (657) 622-5212 to reserve a date no later than noon, the day prior to the hearing.  Motions for Summary Judgment must be reserved with C12 prior to filing by calling (657) 622-5212.
C16	<b>MONROE</b> 657-622-5216	Tuesday 2:00 p.m.	T, W, TH 8:30 a.m.	Noon	4:00 p.m. if day prior to the Ex Parte hearing is Monday-Thursday; 3:00 P.M. if day prior to the Ex Parte hearing is Friday.	Yes 4:00 p.m. the day before	If Monday is a holiday, law and motion is heard on Thursday at 2:00 p.m.
C23	<b>MOSS</b> 657-622-5223	Friday 10:00 a.m.	Daily 8:30 a.m.	Not required	12:00 p.m.	Yes 4:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310) 914-7864 or (888) 88-COURT
C13	<b>MUÑOZ</b> 657-622-5213	Thursday 2:00 pm	M, T, W, TH 8:30 a.m.	10:00 a.m.	Noon	Yes 4:00 p.m. the day before	
C3	<b>MYERS</b> 657-622-5203	Thursday Unlimited/ Omni 1:30 p.m. Limited 2:00 p.m.	M, T, W, TH 1:30 p.m. Fri 11:00 a.m.- emergency only	Not required	3:00 p.m. day before	No	
C8	<b>NAKAMURA</b> 657-622-5208	Thursday 2:00 p.m.	M, T, W, TH 1:30 p.m.	24 hours, the day before the hearing	M, T, W, Th, 10:00 a.m. day of ex parte	Yes 4:00 p.m. the day before	Counsel must reserve a motion date with the courtroom, prior to setting the motion.

**SUPERIOR COURT OF CALIFORNIA**

ORANGE COUNTY – CENTRAL JUSTICE CENTER

**CIVIL DEPARTMENT CALENDAR SCHEDULING CHART**

Ex Parte applications must comply with California Rules of Court, rules 3.1200 – 3.1207

Court Local Rules are located at [www.occourts.org](http://www.occourts.org)

Dept.	Judicial Officer	Motion Days and Time	Ex Parte Days and Time	Telephonic Notice to Courtroom the day before the hearing but no later than:	Ex Parte Application and Proposed Order presented to the court the day before the hearing but no later than:	Rulings posted on Internet?	Other Call for available dates.
C32	<b>PERK</b> 657-622-5232	Friday 11:00 a.m.	M, T, W, TH 8:30 a.m.	Noon.	10:00 a.m. the day of hearing	Yes 3:00 p.m. the day before	Teleconference appearances are voluntary and do not require consent by court or other parties. However, the court reserves to right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888) 88-COURT. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing
C6	<b>RODRIGUEZ</b> 657-622-5206	Thursday 1:30 p.m. No Reservation Required.	Mon & Fri 9:00 a.m.  Tues & Wed 9:30 a.m.  Thurs 1:30 p.m.	Reservation must be made with courtroom day before the hearing by 10:00 a.m.	2:00 p.m.	Yes	Counsel may submit on law and motion tentative without appearance if all parties agree to ruling.  Teleconference appearances are voluntary and do not require consent by the court or other parties. However, the court reserves the right to reject any request. Teleconference appearances are conducted in conformity with the guidelines, which are available by calling CourtCall, LLC at (310)914-7884 or (888)88-COURT. If there is no appearance for argument, the court will order the tentative ruling to become effective and final the date of the hearing.
C17	<b>SANDERS</b> 657-622-5217	Friday 1:30 p.m. Reservations required	M, T, W, TH 9:00 a.m. Moving Party must check in at 8:30 am	Noon	3:00 p.m.	Yes By 12:00 p.m. Friday	Call (657) 622-5217 to reserve motion date. Moving party must submit on moving papers unless court invites oral argument. If one or all parties submit on the tentative, they each must notify the clerk. The tentative will become the final ruling if all parties submit, unless otherwise directed.
C10	<b>SCHUMANN</b> 657-622-5210	Tuesday 3:00 p.m. Reservation Required	M, W, TH 1:45 p.m.	Not Required	Papers to be presented in C10 by 11:00 a.m. the day prior to the ex parte	Yes	



Superior Court of California  
County of Orange

**VIRGINIA DAVIDOW**

CIVIL UNIT MANAGER

657-622-7555

**ATTENTION ALL ATTORNEYS AND LITIGANTS**

**NEW PROCEDURES for EXPEDITED JURY TRIALS IN CIVIL  
CASES are available, effective January 3, 2011.**

A Judicial Council Information Sheet is attached to your complaint.

Specific details about the new procedure can be found in California Code of Civil Procedure commencing with Section 630.01 and California Rules of Court, rules 3.1545 through 3.1552. If applicable, notify the court at your first Case Management Conference.

**EJT-010-INFO****Expedited Jury Trial Information Sheet**

This information sheet is for anyone involved in a civil lawsuit who is considering taking part in an **expedited jury trial**—a trial that is shorter and has a smaller jury than a traditional jury trial. Taking part in this type of trial means you give up your usual rights to appeal. **Please read this information sheet before you agree to have your case tried under the expedited jury trial procedures.**

This information sheet does not cover everything you may need to know about expedited jury trials. It only gives you an overview of the process and how it may affect your rights. **You should discuss all the points covered here and any questions you have about expedited jury trials with your attorney. If you do not have an attorney, you should consult with one before agreeing to an expedited jury trial.**

**1 What is an expedited jury trial?**

An expedited jury trial is a short trial, generally lasting only one day. It is intended to be quicker and less expensive than a traditional jury trial.

As in a traditional jury trial, a jury will hear your case and will reach a decision about whether one side has to pay money to the other side. An expedited jury trial differs from a regular jury trial in several important ways:

- **The trial will be shorter.** Each side has 3 hours to put on all its witnesses, show the jury its evidence, and argue its case.
- **The jury will be smaller.** There will be 8 jurors instead of 12.
- **Choosing the jury will be faster.** The parties will exercise fewer challenges.
- **All parties must waive their rights to appeal.** In order to help keep down the costs of litigation, there are no appeals following an expedited jury trial except in very limited circumstances. These are explained more fully in (5).

**2 Will the case be in front of a judge?**

The trial will take place at a courthouse and a judge, or, if you agree, a temporary judge (a court commissioner or an experienced attorney whom the court appoints to act as a judge) will handle the trial.

**3 Does the jury have to reach a unanimous decision?**

No. Just as in a traditional civil jury trial, only three-quarters of the jury must agree in order to reach a decision in an expedited jury trial. With 8 people on the jury, that means that at least 6 of the jurors must agree on the verdict in an expedited jury trial.

**4 Is the decision of the jury binding on the parties?**

Generally, yes, but not always. A verdict from a jury in an expedited jury trial is like a verdict in a traditional jury trial. The court will enter a judgment based on the verdict, the jury's decision that one or more defendants will pay money to the plaintiff or that the plaintiff gets no money at all.

But parties who agree to take part in expedited jury trials are allowed to make an agreement before the trial that guarantees that the defendant will pay a certain amount to the plaintiff even if the jury decides on a lower payment or no payment. That agreement may also put a cap on the highest amount that a defendant has to pay, even if the jury decides on a higher amount. These agreements are known as "high/low agreements." You should discuss with your attorney whether you should enter into such an agreement in your case and how it will affect you.

**5 Why do I give up most of my rights to appeal?**

To keep costs down and provide a faster end to the case, all parties who agree to take part in an expedited jury trial must agree to waive the right to appeal the jury verdict or decisions by the judicial officer concerning the trial unless one of the following happens:

- Misconduct of the judicial officer that materially affected substantial rights of a party;
- Misconduct of the jury; or
- Corruption or fraud or some other bad act that prevented a fair trial.

In addition, parties may not ask the judge to set the jury verdict aside, except on those same grounds. Neither you nor the other side will be able to ask for a new trial on the grounds that the jury verdict was too high or too low, that legal mistakes were made before or during the trial, or that new evidence was found later.

**EJT-010-INFO****Expedited Jury Trial Information Sheet****6 How else is an expedited jury trial different?**

The goal of the expedited jury trial process is to have shorter and less expensive trials. The expedited jury trial rules set up some special procedures to help this happen. For example, the rules require that several weeks before the trial takes place, the parties show each other all exhibits and tell each other what witnesses will be at the trial. In addition, the judge will meet with the attorneys before the trial to work out some things in advance.

The other big difference is that the parties can make agreements about how the case will be tried so that it can be tried quickly and effectively. These agreements may include what rules will apply to the case, how many witnesses can testify for each side, what kind of evidence may be used, and what facts the parties already agree to and so do not need to take to the jury. The parties can agree to modify many of the rules that apply to trials generally or even to expedited jury trials (except for the four rules described in 1).

**7 Who can have an expedited jury trial?**

The process can be used in any civil case that the parties agree may be tried in a single day. To have an expedited jury trial, both sides must want one. Each side must agree that it will use only three hours to put on its case and agree to all the other rules in 1 above. The agreements between the parties must be put into writing in a document called a Proposed Consent Order Granting an Expedited Jury Trial, which will be submitted to the court for approval. The court must issue the consent order as proposed by the parties unless the court finds good cause why the action should not proceed through the expedited jury trial process.

**8 Can I change my mind after agreeing to an expedited jury trial?**

No, unless the other side or the court agrees. Once you and the other side have agreed to take part in an expedited jury trial, that agreement is binding on both sides. After you enter into the agreement, it can be changed only if **both** sides want to change it or stop the process or if a court decides there are good reasons the expedited jury trial should not be used in the case. This is why it is important to talk to your attorney **before** agreeing to an expedited jury trial.

You can find the law and rules governing expedited jury trials in Code of Civil Procedure sections 630.01–630.12 and in rules 3.1545–3.1552 of the California Rules of Court. You can find these at any county law library or online. The statutes are online at [www.leginfo.ca.gov/calaw.html](http://www.leginfo.ca.gov/calaw.html). The rules are at [www.courts.ca.gov/rules](http://www.courts.ca.gov/rules).



## Superior Court of California County of Orange

**CIVIL MANAGEMENT**

CIVIL OPERATIONS  
(657) 622-5300

January 14, 2011

### **NOTICE RE: BOOKMARKING OF EXHIBITS ON ELECTRONICALLY FILED DOCUMENTS**

Effective March 1, 2011, all electronically filed law and motion documents must have all exhibits bookmarked. Law and motion documents submitted on and after March 1 that are not bookmarked will be returned to the submitting party for correction.

Bookmarking electronic documents complies with California Rules of Court, rule 3.1110 (f).



**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ALTERNATIVE DISPUTE RESOLUTION (ADR)  
INFORMATION PACKAGE**

**NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):**

**Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.**

California Rules of Court – Rule 3.221  
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

- (1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.
  - (2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.
  - (3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.
  - (4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.
- (b) A court may make the ADR Information Package available on its Web site as long as paper copies are also made available in the clerk's office.
- (c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

**ADR Information**

**Introduction.**

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

**BENEFITS OF ADR.**

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

**Save Time.** A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

**Save Money.** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

**Increase Control Over the Process and the Outcome.** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

**Preserve Relationships.** ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

**Increase Satisfaction.** In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

**Improve Attorney-Client Relationships.** Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

**DISADVANTAGES OF ADR.**

ADR may not be suitable for every dispute.

**Loss of protections.** If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

**Less discovery.** There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

**Additional costs.** The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

**Effect of delays if the dispute is not resolved.** Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

#### **TYPES OF ADR IN CIVIL CASES.**

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

**Arbitration.** In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." *Binding arbitration* means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. *Nonbinding* arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

**Cases for Which Arbitration May Be Appropriate.** Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

**Cases for Which Arbitration May Not Be Appropriate.** If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

**Mediation.** In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

**Cases for Which Mediation May Be Appropriate.** Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

**Cases for Which Mediation May Not Be Appropriate.** Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

**Neutral Evaluation.** In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

**Cases for Which Neutral Evaluation May Be Appropriate.** Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

**Cases for Which Neutral Evaluation May Not Be Appropriate.** Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

**Settlement Conferences.** Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

#### **ADDITIONAL INFORMATION.**

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the Yellow Pages under "Arbitrators" or "Mediators"

Free mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- Community Service Programs, Inc. (949) 851-3168
- Orange County Human Relations (714) 834-7198

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) pilot programs is available on the Court's website at [www.occourts.org](http://www.occourts.org).



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☐ Mediation

- The ADR process must be completed no later than 90 days after the date of this stipulation or the date the case

☐ I have an Order on Court Fee Waiver (CV-005) on file, and the selected ADR Neutral(s) are eligible to provide

- We understand that there may be a charge for services provided by neutrals. We understand that participating in

Approved for Optional Use California Rules of Court, rule 3.221



Superior Court of California  
County of Orange

CHAMBERS OF  
THOMAS J. BORRIS  
PRESIDING JUDGE

700 CIVIC CENTER DRIVE WEST  
SANTA ANA, CA 92702  
DEPARTMENT C1

December 15, 2011

ADMINISTRATIVE ORDER NO. 11/06

ORDER TO FILE PAPERS ELECTRONICALLY  
2.253(a) of the California Rules of Court

Commencing January 1, 2012, and pursuant to California Rules of Court rule 2.253, the Court orders that all papers filed in actions containing a cause of action for breach of contract must be filed electronically. In addition to the Court providing notice, plaintiff and any cross-complainant naming new parties in all breach of contract actions shall serve a copy of this Order on all parties when serving the complaint or cross-complaint. For purposes of complying with rules 2.253(a)(2) and (3), the 10 days for opposing this order begins as follows:

- a) for plaintiff, on the filing date of the complaint;
- b) for defendant or cross-defendant, on the date the Court mails a copy of this Order to defendant or cross-defendant.

The full case number must be printed on all filings for breach of contract actions impacted by this Order.

This order only applies to breach of contract actions filed after January 1, 2012.

IT IS SO ORDERED.

Dated this 15 day of December, 2011.

  
THOMAS J. BORRIS  
Presiding Judge



**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

I am employed in the County of Los Angeles, State of California, over the age of eighteen years, and not a party to the within action. My business address is: 2029 Century Park East, Los Angeles, CA 90067-3086.

On February 8, 2013, I served the foregoing document(s) described as: **DEFENDANT AMERICAN EXPRESS COMPANY'S NOTICE OF REMOVAL** on the interested parties in this action as follows:

Taylor Law Group, APC  
Daniel J. Taylor  
601 S. Figueroa Street, Suite 4050  
Los Angeles, CA 90017

- ☐ (VIA PERSONAL SERVICE) By causing the document(s), in a sealed envelope, to be delivered to the person(s) at the address(es) set forth above.
- ☒ (VIA U.S. MAIL) In accordance with the regular mailing collection and processing practices of this office, with which I am readily familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope, with postage thereon fully prepaid, for collection and mailing on this same date following ordinary business practices, addressed as set forth above.
- ☐ (VIA E-MAIL) Based on a court order or an agreement of the parties to accept service by e-mail, I caused the documents to be sent to the persons at the e-mail addresses listed in the attached Service List.
- ☐ (VIA ELECTRONIC CASE FILING) I filed electronically the documents listed above, using the 's electronic case filing service, on . Counsel of record are registered to file electronically with this Court, and receive copies of the documents via e-mail from the Court to confirm filing.
- ☐ (VIA FACSIMILE) By causing such document to be delivered to the office of the addressee via facsimile.

I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 8, 2013, at Los Angeles, California.

Karen Nyhus  
[Type or Print Name]

[Signature]

NOTICE OF REMOVAL



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge David O. Carter and the assigned discovery Magistrate Judge is Robert N. Block.

The case number on all documents filed with the Court should read as follows:

**SACV13- 228 DOC (RNBx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☐ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.



## UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

## CIVIL COVER SHEET

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> Insider Escapes, Inc., a Delaware corporation.	<b>DEFENDANTS</b> American Express Company, a New York Corporation; and Yahoo! Inc., a Delaware Corporation.
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Daniel J. Taylor Taylor Law Group, APC 601 S. Figueroa Street, Suite 4050 Los Angeles, CA 90017 (213) 986-5290	<b>Attorneys (If Known)</b> Daniel A. Rozansky (American Express Company) Tara Rose Riley (Yahoo!) Stroock & Stroock & Lavan LLP Kilpatrick Townsend & Stockton LLP 2029 Century Park East, Suite 1600 9720 Wilshire Blvd., PH Los Angeles, CA 90067 Beverly Hills, CA 90212 (310) 556-5800 (310) 777-3746

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:40%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:30%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

  
**IV. ORIGIN** (Place an X in one box only.)  
☐ 1 Original Proceeding     ☒ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION under F.R.C.P. 23:** ☐ Yes     ☒ No     **MONEY DEMANDED IN COMPLAINT:** \$ Not specified
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Misappropriation of Ideas/Breach of Implied-In-Fact Contract; Common Law Trademark Infringement; Unfair Competition; Breach of Implied Covenant of Good Faith and Fair Dealing
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 535 General <input type="checkbox"/> 540 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE / PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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SACV13-00228 DOC (RNBx)

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

## Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

## IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Insider Escapes, Inc. - Delaware

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	American Express Co. - New York Yahoo! Inc. - Delaware

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):

Date February 8, 2013

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**PROOF OF SERVICE**

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

I am employed in the County of Los Angeles, State of California, over the age of eighteen years, and not a party to the within action. My business address is: 2029 Century Park East, Los Angeles, CA 90067-3086.

On February 8, 2013, I served the foregoing document(s) described as: **CIVIL COVER SHEET** on the interested parties in this action as follows:

Taylor Law Group, APC  
Daniel J. Taylor  
601 S. Figueroa Street, Suite 4050  
Los Angeles, CA 90017

- ☐ **(VIA PERSONAL SERVICE)** By causing the document(s), in a sealed envelope, to be delivered to the person(s) at the address(es) set forth above.
- ☒ **(VIA U.S. MAIL)** In accordance with the regular mailing collection and processing practices of this office, with which I am readily familiar, by means of which mail is deposited with the United States Postal Service at Los Angeles, California that same day in the ordinary course of business, I deposited such sealed envelope, with postage thereon fully prepaid, for collection and mailing on this same date following ordinary business practices, addressed as set forth above.
- ☐ **(VIA E-MAIL)** Based on a court order or an agreement of the parties to accept service by e-mail, I caused the documents to be sent to the persons at the e-mail addresses listed in the attached Service List.
- ☐ **(VIA ELECTRONIC CASE FILING)** I filed electronically the documents listed above, using the 's electronic case filing service, on . Counsel of record are registered to file electronically with this Court, and receive copies of the documents via e-mail from the Court to confirm filing.
- ☐ **(VIA FACSIMILE)** By causing such document to be delivered to the office of the addressee via facsimile.

I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 8, 2013, at Los Angeles, California.

Karen Nyhus  
[Type or Print Name]

[Signature]

CIVIL COVER SHEET